

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 05-026

The City of Lincoln intends to enter into contract and invites you to submit a sealed bid for:

PROVIDE AND INSTALL PVC LINER IN EACH OF TWO EXISTING FIBERGLASS REINFORCED PLASTIC TANKS FOR ABOVEGROUND BULK STORAGE OF HYDROFLUOSILICIC ACID FOR LINCOLN WATER SYSTEMS

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, February 2, 2005** in the office of the Purchasing Agent, Suite 200, "K" Street Complex, located at 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read aloud in the Conference Room on the first floor of the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

It is the responsibility of each bidder to assure they have received all addendums for the above project. These may be found at the City's website at: www.lincoln.ne.gov keyword search: bid

BID PROPOSAL SPECIFICATION NO. 05-026

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, February 2, 2005

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the above listed construction project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the plans and specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

LUMP SUM OFFER - TOTAL PROJECT: \$ _____

Total number of consecutive calendar days to complete the project after notice to proceed: _____ **Days**

A 5% BIDDERS BOND IS REQUIRED WITH YOUR BID

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. NO. 05-026**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to City of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

Email: _____

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE DURING NORMAL BUSINESS HOURS, AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TAB TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID.

Section 1. General

1. Scope of Work

- 1.1 This section covers the furnishing and installation of a PVC liner in each of two existing fiberglass reinforced plastic (FRP) tanks for aboveground bulk storage of hydrofluosilicic acid.
- 1.2 One of the two storage tanks is currently out of service.
 - 1.2.1 A PVC liner will first be installed in this tank.
 - 1.2.2 After installation, the second storage tank contents will be transferred to the first tank and the second tank will be available for liner inspection and installation.
- 1.3 Shop drawings of the existing FRP storage tanks will be provided by the OWNER for lining dimensions and location of connections, but the liner manufacturer is responsible for field verification.
 - 1.3.1 For information regarding drawings, contact Rick Roberts at Ashland Water Treatment Plant, 402/944-3306.
- 1.4 The liquid tight linings are to cover the complete interior surface area of the specified FRP tanks, including roof, manway, piping, and other openings.

2. Warranty

- 2.1 Liner shall carry a two (2) year warranty against defects in workmanship and materials.
- 2.2 Warranty period commences upon completion of water test.

3. General

- 3.1 Equipment furnished under this section shall be fabricated and assembled in full conformity with the drawings, specifications, Engineering data, instructions, and recommendations of the equipment manufacturer. Deviations from this specification shall be approved in writing from the Engineer.

4. Submittals

4.1 Drawings and Data

- 4.1.1 Shop Drawings and engineering data (submittal) covering the tank liner and all fabricated components and materials which will become a permanent part of the Work under this Contract shall be submitted to Engineer for review.
- 4.1.2 Submittal shall verify compliance with the Contract Documents, and shall include drawings and descriptive information in sufficient detail to show the proposed seams in the liners, identifying shop and field welds separately; all penetrations in the tank liners and proposed methods of sealing/welding; retainer bar locations and anchorage; dimensions needed for installation and correlation with other materials and equipment; leak detection; and all other pertinent data.
- 4.1.3 The submittal shall be stamped with the approval of the Liner Manufacturer who will be solely responsible for the completeness of the submittal.
- 4.1.4 The stamp of approval is a representation to Owner and Engineer that the Manufacturer accepts sole responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, and similar data, and that the Manufacturer has reviewed and coordinated the submittal with the requirements of the Work and the Contract Documents.
- 4.2 All deviations from the Contract Documents shall be identified as deviations on each submittal and shall be tabulated in a letter of transmittal.
- 4.3 Four copies of the drawings and necessary data shall be submitted to Engineer.
 - 4.3.1 Facsimile (fax) copies will not be acceptable.
 - 4.3.2 Engineer will return one marked copy to Manufacturer.
- 4.4 Manufacturer shall provide a letter to Engineer certifying that the PVC provided is suitable for containment of 22% hydrofluosilicic Acid.
- 4.5 Manufacturer shall provide a letter of warranty to Engineer.
- 4.6 Engineer's Review of Submittals
 - 4.6.1 Engineer's review of submittal covers only general conformity to the Drawings and Specifications, external connections, and dimensions that affect the layout; it does not indicate thorough review of all dimensions, quantities, and details of the item covered.
 - 4.6.2 Engineer's review shall not relieve Manufacturer of sole responsibility for errors, omissions, or deviations in the drawings and data, nor of the Manufacturer's sole responsibility for compliance with the Contract Documents.

- 5. Delivery, Storage, and Handling
 - 5.1. Manufacturer is to be responsible for transportation of pre-fabricated materials.
 - 5.1.1 Any visible damage to lining materials caused by transportation is to be reported to Engineer, and the damage is to be repaired to the satisfaction of the Engineer at no cost to Owner.
 - 5.1.2 Repaired materials shall carry the warranty described in this specification.

Section 2. Products

2. Design Conditions and requirements.

2.1 Each tank liner shall be designed for storage of hydrofluosilicic acid and placed in existing FRP tanks.

2.1.1 The two existing FRP storage tanks shall be fitted with prefabricated flexible polyvinyl chloride (PVC) closed top liners of no less than 60 mils (0.060" – 1mm) thickness.

2.1.2 Sufficient PVC material shall be provided in both horizontal and vertical directions to allow for expansion and contraction of the material to prevent damage to the liner in both the full and empty condition, and to prevent bridging in the corners of the tank.

2.1.3 The two existing FRP storage tanks are vertical, flat bottom, domed top tanks with a nominal capacity of 6000 gallons.

2.1.3.1 The dimensions for each tank are approximately 10'0" diameter by 10'0" straight sides.

2.1.4 PVC liner shall be of a type that is compatible with the hydrofluosilicic acid chemical solution being stored in the tank.

2.1.5 PVC liners shall be equipped with flexible PVC outlet/inlet tubes to line the manway opening and other tank appurtenances.

2.2 Gasket material.

2.2.1 Gasket material shall be EPDM.

2.3 Materials

2.3.1 All materials used shall be sufficient for containment of 22 percent hydrofluosilicic acid.

2.3.1.1 Tank liner shall be as follows:

2.3.1.1.1 Liner: PVC of no less than 60 mils (0.060" – 1mm) thickness. PVC liner shall be of a type that is compatible with 22% hydrofluosilicic acid. PVC liner material shall be NSF 61 certified.

2.3.1.1.2 Geotextile Padding: Polypropylene geotextile fabric of no less than 110 mils thickness, 175 lbs puncture strength with an apparent size (U.S. standard sieve) of 100+

2.3.1.1.3 Fastening System (J-hook and tube method): Polyethylene tubing; At least 1 ½ inch diameter. J-hooks: ¼ inch x 4"-8" 304 stainless steel threaded at straight end, 304 stainless steel washers and nuts. Caulking: one part polyurethane

2.3.1.1.4 Fastening System (Pipe and rope method): Pipe: ¾ inch – 100 psi polyethylene pipe Rope: ¼ inch yellow polypropylene rope

2.3.1.1.5 Gasket EPDM

2.4 Construction

2.4.1 Tank Preparation

2.4.1.1 Based on a visual inspection, the lining system manufacturer/installer shall verify the structural integrity of the existing tanks is adequate to support the liners.

2.4.1.1.1 If the structural condition of the tank is found inadequate the manufacturer/installer shall inform the Engineer and recommend a repair to make the tanks structurally sound.

- 2.4.1.2 Prior to making repairs to the tanks or installing the liner, the lining system manufacturer/installer shall remove all remnants of chemical from the interior of the tanks.
 - 2.4.1.2.1 Based on a visual inspection, the liner manufacturer shall inform the Engineer immediately if the chemical has penetrated and soaked into the walls of the tanks and has potential to cause further damage.
 - 2.4.1.2.2 If required, Engineer will arrange for repair before liner installation continues.
- 2.4.1.3 The entire inside surface of the tank shall be thoroughly inspected for any sharp points or projections, and these shall be made smooth so as not to cause damage to the PVC liner.
- 2.4.1.4 A port with a valve shall be installed for leak detection near the base of each existing tank.
 - 2.4.1.4.1 A 1" hole shall be cut near the base of the tanks and a fiberglass coupling and PVC or polypropylene assembly consisting of a nipple and true union ball valve shall be attached using a secondary bonding operation.
- 2.4.1.5 Tank interior shall be thoroughly cleaned before installation of the geotextile padding.
 - 2.4.1.5.1 Geotextile padding shall be installed on the sidewalls and floor of the tank with a 6-inch minimum overlap.
 - 2.4.1.5.2 Panels shall be spot-welded by melting the sections together.
 - 2.4.1.5.3 These materials shall act as a protective barrier for the PVC liner and shall be installed prior to installation of the PVC liner.
- 2.4.1.6 Prior to fabrication, the liner manufacturer/installer is responsible for field verification of all dimensions, openings and necessary data.
 - 2.4.1.6.1 The liner manufacturer/installer shall supply the liner together with all necessary installation materials.
 - 2.4.1.6.2 Fabricated liner shall fit through existing manway.
 - 2.4.1.6.3 Liner shall be suspended from the top of the tank by means of a J-Hook and tube method or with plastic rope and plastic pipe located in accordance with the manufacturer's recommendations.
- 2.4.1.7 Liner shall be visually inspected for damage, pin holes, faulty seams, etc. before and after installation is complete.
 - 2.4.1.7.1 Any repairs shall be in accordance with the manufacturer's recommendations and shall be approved by the Engineer prior to performance of the repair.
- 2.4.2 Connections
 - 2.4.2.1 Connections (inlets, outlets, overflows, and manway) shall be dialectric welded or attached using hot air fusion welding.
 - 2.4.2.1.1 For external penetrations, the liner material shall pass through the inside of the existing connection nozzle and terminate at the flange face to serve as the gasket.
- 2.4.3 Seams
 - 2.4.3.1 Seams required in the liner shall be dialectric welded and all welds shall be inspected and tested prior to shipment.
 - 2.4.3.1.1 Adhesives shall not be used.

2.5 Accessories

2.5.1 Special Tools and Accessories

2.5.1.1 Equipment requiring special devices for lifting or handling shall be furnished complete with those devices.

2.5.2 Tank Connections

2.5.2.1 Provide outlets in the PVC liner for the following existing connections on **each** of the existing FRP chemical storage tanks.

	Fittings	
Quantity	Size	Description
1	24"	Top manway, bolted/gasketed
1	4"	Flg/Gus nozzle, Vent
1	4"	Flg/Gus nozzle, Siphon outlet
2	4"	Flg nozzle, level gauge with extension
1	3"	Flg/Gus nozzle, Overflow
1	2"	Flg/Gus nozzle, fill

2.5.2.2 Outlets for nozzles for connecting piping and accessories shall be provided on each tank at the locations and of the sizes as determined from the shop drawings provided and from field verification by the liner manufacturer.

2.5.3 Repair Kit

2.5.3.1 Provide repair kit for tank liner, including, but not limited to, swatches of PVC material, a hot air hand welder, and repair instructions.

2.5.4 Shop Testing

2.5.4.1 The lining shall be shop tested for holidays and pinholes using a method recommended by the lining manufacturer and acceptable to Engineer.

2.5.4.1.1 Locations where holidays and pinholes are detected shall be marked for repair and retested after repair work has been completed.

2.5.4.1.2 Test results and documentation of any repairs shall be submitted to the Engineer.

2.5.4.1.3 Excessive repair work of the liner prior to delivery shall be cause for rejection of the liner.

2.5.4.1.4 Repairs shall carry the same warranty as the entire lining system.

Section 3. Execution

3. Execution

3.1 Inspection

3.1.1 An experienced, competent, and authorized representative of the manufacturer shall visit the site of the Work and inspect the existing FRP tanks, and gather any necessary information prior to commencing manufacturing of the liner and outlets.

3.2 Installation Supervision

3.2.1 The Liner manufacturer shall furnish a qualified field installation supervisor during the entire liner installation.

3.2.2 Manufacturers' installation supervisor shall perform the installation with assistance from the owner.

3.2.3 The installation support crew will consist of two helpers provided by the Owner.

3.3 Schedule

- 3.3.1 A total of three trips to the site will be required by the manufacturer for this project.
 - 3.3.1.1 Such services shall be included in the contract price.
- 3.3.2 One existing storage tank is out of service.
 - 3.3.2.1 The liner shall first be installed in this tank.
 - 3.3.2.2 The first trip shall be to inspect the first tank while it is out of service to verify dimensions for liner fabrication.
- 3.3.3 The second trip will involve liner installation and water testing of the first tank and inspection of the second tank.
 - 3.3.3.1 The second tank will be emptied by the Owner and available for inspection within 24 hours of completion of the first tank liner installation.
- 3.3.4 The third trip will be for installation of the liner in the second tank.
- 3.3.5 Upon award, manufacturer may propose an alternative schedule which provides cost savings to the Owner.
 - 3.3.5.1 The schedule must be approved by the Engineer.

3.4 Water Testing

- 3.4.1 Upon completion of the liner installation, the tank shall be filled to the bottom of the overflow with clean water and left full for a period of 24 hours before the tank is determined to be liquid tight.
 - 3.4.1.1 Should leakage occur, repairs shall be made in accordance with the manufacturer's specifications and retested in the specified manner.
 - 3.4.1.2 After completion of the water testing, manufacturer shall certify the lining is free of holidays and pinholes.
- 3.4.2 The Owner shall be responsible and assume all costs for supplying a source of clean water for testing purposes and for disposal of water upon completion of the testing.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.

SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

PURCHASING DIVISION
CITY OF LINCOLN, NEBRASKA

1. CONTRACT DOCUMENTS

- 1.1 Copies of the plans, specification documents and contract documents may be obtained at the office of the Purchasing Agent.
- 1.2 Bidders are required to examine the same, and satisfy themselves that all requirements are fully understood.

2. PROJECT MANAGER

- 2.1 The definition of "Project Manager" as used in this Specification Document shall mean the [Rick Roberts 402-944-3306](#), or by or through that person's duly authorized assistants.

3. SITE VISITATION

- 3.1 Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of work, the structures, obstacles which may be encountered and all other relevant matters concerning the work to be performed.
- 3.2 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he might fully have informed himself prior to bidding.
- 3.3 Bidders shall contact the Project Manager at [402-441-3306](#) if questions regarding site inspection.

4. ESCALATOR CLAUSE

- 4.1 An escalator clause or any qualification of price conditions which makes it possible to bill at a price higher than price quoted will disqualify the bid, unless such maximum billing price or percentage of increase is definitely shown on the Proposal, in which case such higher price will be used for comparison of bids.

5. CONTRACT, BONDS AND INSURANCE

- 5.1 Within fourteen (14) calendar days after the award of bid, the successful bidder must execute a written contract between the bidder and the City, which contract will incorporate the City's specification documents, and be on contract forms provided by the City.
- 5.2 Also within such period, the successful bidder must furnish construction bonds, in a sum not less than the contract price executed by the bidder and by a corporate surety company authorized to transact business in the State of Nebraska. See sample bonds and commentary, attached.
- 5.3 Also, within such period, the successful bidder must furnish evidence of insurance in accordance with the attached "Insurance Clause to be Used for All City Contracts".

6. PAYMENT TO UNEMPLOYMENT COMPENSATION FUND

- 6.1 The contractor and his subcontractors must pay to the Unemployment Compensation Fund of the State of Nebraska, unemployment contributions and interest due under the provisions of Section 48-601 through 48-669, Nebraska Reissue revised Statutes for 1943, on wages paid to individuals employed in the performance of the contract.

7. HEALTH AND SAFETY REGULATIONS

- 7.1 The contractor and his subcontractors shall in all respects comply with the terms and provisions of Sections 48-425 through 48-435, Nebraska Reissue Revised statutes of 1943, generally pertaining but not limited to scaffolding and flooring, and shall perform fully on behalf of the City such requirements as said sections may impose upon the City.
- 7.2 The Contractor and his subcontractors shall likewise comply and perform with respect to any and all other applicable health and safety regulations.

8. DELAYS

- 8.1 With written permission of the Project Manager, the completion date may be extended if unsuitable weather or any force majeure should halt progress during the construction period.

9. CLEAN UP

- 9.1 The Contractor shall be responsible for keeping the premises free of waste materials or rubbish resulting from his operations or the operations of his subcontractors.
- 9.2 The Contractor shall remove equipment, scaffolding and surplus materials from the premises when the need for keeping them on the job no longer exists.

10. INSPECTIONS

- 10.1 Inspections in general will be conducted by Project Manager.
- 10.2 The contractor shall be responsible for contracting City Building and Safety Department for inspections required by City Codes for this type of public improvement.

11. ACCESS AND PARKING

- 11.1 The Contractor shall park all vehicles in an area as designated by the Project Manager during construction.
- 11.2 Access to the construction site shall be gained as directed by the Project Manager.

12. PERMITS, FEES AND NOTICES

- 12.1 Contractors shall secure and pay for all permits, licenses and certificates of inspections and occupancy that may be required by the City of Lincoln.

13. ERRORS AND OMISSIONS

- 13.1 If any errors or omissions are found in the drawings or specifications or other documents during construction, the Contractor shall notify the Project Manager of such error or omission, and request clarification before proceeding with the work.

14. TEMPORARY UTILITIES

- 14.1 The contractor shall be responsible for securing and setting up all needed temporary utilities.

15. PRE-CONSTRUCTION CONFERENCES

- 15.1 Prior to starting any work, the contractor shall meet with the Project Manager for clarification of construction procedures and work to be accomplished.
- 15.2 At this time the contractor shall present his planned work schedule together with estimated completion date.

16. PROGRESS SCHEDULE

- 16.1 The Contractor, immediately after being awarded the contract, shall prepare and submit for the Project Manager's approval an estimated progress schedule for the work.
- 16.2 The progress schedule shall be related to the entire project to the extent required by the Contract Documents.
- 16.3 This schedule shall indicate the dates for the starting and completion of the various states of construction and shall be revised as required by the conditions of the work, subject to the Project Manager's approval.

17. GUARANTEE

- 17.1 As a minimum requirement of the City, the contractor shall guarantee all materials and workmanship for a period of one (1) year following completion of the project.

18. NOTICE TO PROCEED

- 18.1 The Contractor shall not begin construction until receiving written "Notice to Proceed" from the Project Manager.

19. PURCHASING AGENT APPOINTMENT AND EXEMPT SALE CERTIFICATE

- 19.1 The Contractor performing work for the City of Lincoln will be issued a Purchasing Agent Appointment and Exempt Sale Certificate signed by the Purchasing Agent.
- 19.2 It is to be used by the Contractor and his Subcontractors when purchasing tangible personal property to be actually incorporated into the contract work.
- 19.3 It does not apply to either:
1. The purchase of materials to be used but not incorporated into the contract work, including but limited to, form lumber, scaffolding, etc., or
 2. The purchase or rental of machinery, equipment or tools owned or leased by the Contractor or his subcontractors and used in performing the contract.

- 19.4 The contractor may reproduce copies of the original of the aforesaid document to furnish to his or his subcontractor's suppliers on each invoice or order.

- 19.5 The Contractor (or Subcontractor for the subcontractor's suppliers shall enter the supplier's name and address, the date, the invoice or order number, a description of the items, and the amount in the spaces provided and shall sign the certificate on the line provided for the "Purchaser's Agent".

20. LIQUIDATED DAMAGES

- 20.1 If the Contractor fails to complete the Contract prior to the completion date, considering approved extensions of time, liquidated damages will be charged for each calendar day that the work remains incomplete.
- 20.2 The amount of liquidated damages will be deducted from the money due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of liquidated damages, the City shall have the right to recover the difference from the Contractor or his Surety.
- 20.3 Unless specifically amended or modified by the special provisions, the schedule below shall establish the daily amount of the liquidated damages:

BID AMOUNT:

<u>UP TO AND</u>		<u>LIQUIDATED DAMAGES</u>
<u>MORE THAN</u>	<u>INCLUDING</u>	<u>PER CALENDAR DAY</u>
\$ 0	\$ 100,000	\$ 100
100,000	500,000	200
500,000	1,000,000	300
1,000,000	AND UP	400

- 20.4 The amounts set forth in the above schedule are not to be considered punitive, but rather predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the City due to the delay in the completion of the project.

21. ASBESTOS

- 21.1 No materials whatsoever shall be utilized in the construction, reconstruction or remodeling which may contain asbestos as defined under Nebraska Asbestos Control Act, Article 71, Section 71-6301 through 71-6317 of the Revised State of Nebraska Code.
- 21.2 The removal of any asbestos containing material shall be in strict compliance with the said Nebraska Asbestos Control Act and appropriate Occupation Safety and Health Administration (OSHA) Regulations including but not limited to 29CFR, 1910-1200, 1926-58 and 1910-1001 and the Environmental Protection Agency, (EPA) NESHAPS Standard for Asbestos 40CFR 61 Subpart A and M covering emission standards, 42USCA 7401-7642 - CLEAN AIR ACT, 40CFR Part 763 Subpart G-Asbestos Abatement Projects, 40CFR Part 763.120 Subpart G-Worker Protection Rule and such other local, state or federal applicable rules or regulations.